

NEGOTIATED AGREEMENT

BETWEEN

HEADQUARTERS, UNITED STATES ARMY TRAINING CENTER
AND FORT JACKSON, FORT JACKSON, SOUTH CAROLINA

UNITED STATES ARMY MEDICAL DEPARTMENT ACTIVITY (MEDDAC),

UNITED STATES ARMY COMMUNICATIONS COMMAND DETACHMENT

UNITED STATES ARMY TROOP SUPPORT AGENCY

LOCATED AT FORT JACKSON, SOUTH CAROLINA



AND

LOCAL 1909



*AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES*

EFFECTIVE DATE: 30 JUN 87



The effective date of this Agreement is 30 June 1987.

Although this Agreement was signed by appropriate Commanders on 17 March 1986, upon review of the Agreement by the US Army Training and Doctrine Command (TRADOC), both parties had to subsequently meet and take additional actions for the Agreement to be in conformance with applicable laws, rules and regulations. This necessitated additional review by TRADOC. All provisions were approved by TRADOC on 30 June 1987.

P R E A M B L E

Pursuant to the policy set forth in the Civil Service Reform Act and subject to all applicable statutes and regulations issued by the Office of Personnel Management, the Department of Defense, higher echelons within the Department of the Army, and other Federal agencies authorized to implement the Act, the following articles constitute an Agreement by and between the US Army Training Center and Fort Jackson, the US Army Medical Department (MEDDAC), US Army Information Systems Command and US Army Troop Support Agency, Fort Jackson, SC, hereinafter called the Employer, and Local No. 1909, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Union.

STIPULATION

In this Agreement wherever "man", "men", or their pronouns appear, either as words or parts of words (and other than with obvious reference to named male individuals), they are meant in their generic sense (i.e., to include all humankind - both female and male sexes).

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ARTICLE 1

Exclusive Recognition and Coverage of the Agreement

Section 1.1. The Employer recognizes the Union as the exclusive bargaining representative of all employees in the unit as defined.

Section 1.2. The recognized bargaining unit is all wage grade employees of the US Army Training Center and Fort Jackson, the US Army Medical Department (MEDDAC), Fort Jackson, South Carolina, US Army Information Systems Command, Fort Jackson, South Carolina, and US Army Troop Support Agency, Fort Jackson, South Carolina, excluding all professional employees, management officials, temporary and intermittent employees, employees engaged in Federal personnel work in other than a purely clerical capacity and supervisors and guards, as defined in the Civil Service Reform Act.

Section 1.3. Whenever used in this Agreement, the term "Commanding General" refers to the US Army Training Center and Fort Jackson, Fort Jackson, South Carolina. When applied to employees of tenant organizations of the US Army Health Services Command, The US Army Information Systems Command, or the US Army Troop Support Command, the term "Commander" has equal applicability and will be in lieu thereof.

ARTICLE 2

Provisions of Law and Regulations

Section 2.1. In the Administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies and regulations of the Department of the Army in existence at the time the Agreement is approved; and by subsequently published policies and regulations of the Department of the Army required by law or by the regulations of appropriate authorities.

ARTICLE 3

Matters Appropriate for Consultation or Negotiation

Section 3.1. It is agreed that the Employer and the Union, through appropriate representatives, shall meet at reasonable times to confer in good faith with respect to personnel policies and practices and matters affecting working conditions and conditions of employment as defined in

Public Law 95-454. In administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual, by published agency policies and regulations in existence at the time the agreement was approved, and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level, and the Civil Service Reform Act of 1978.

Section 3.2. The Employer will notify the Union of any changes in directives and policies relating to personnel policies and practices or matters affecting conditions of employment of bargaining unit employees which are not specifically covered in this Agreement. Before any changes are implemented, the Union shall be given the opportunity to consult or negotiate as appropriate. If negotiations are requested and agreement cannot be reached, the established procedures for such resolution will be followed. Matters appropriate for consultation or negotiation with the Union include personnel policies and practices and matters affecting working conditions which fall within the scope of authority of the Employer. Such subjects include, but are not limited to, occupational health and safety, employee training, labor-management cooperation, employee welfare and services, methods of adjusting grievances and appeals, pay practices, granting leave, promotion plans, demotion practices, and reduction-in-force.

Section 3.3. Nothing in this section shall preclude the Command and labor organization from negotiating

a. At the election of the Commander, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which management officials will observe in exercising any authority under this section; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 3.4. a. Before making changes of prior benefits, practices, and understandings which have been mutually acceptable to the Employer and the Union, but which are not specifically covered by this Agreement and adversely affect the workers in the immediate work area, the Employer will consult or negotiate as appropriate.

b. If the Employer proposes a change in a matter covered in this section, the Union will be notified in writing the nature of and reason for the proposed change.

c. After being informed by the Employer of a proposed change, the Union shall notify the Employer within five workdays whether it desires to consult or negotiate on the matter.

(1) If the Union desires consultation, the Union will submit its views to the Employer in writing. After being notified by the Union of the desire for consultation, the Employer shall arrange for a meeting within seven calendar days. The Union's views and suggestions will be considered in the formulation, development and implementation of any change.

(2) If negotiations are appropriate and requested by the Union, the request must be in writing, contain the Union proposal with appropriate concerns. Meetings will be held after the proper written request is received by the Employer. Within 11 calendar days of receipt of the written request, the parties will meet to begin negotiations.

d. Failure by the Union to submit a timely request to consult or negotiate on a proposed change shall constitute a waiver of that right, unless all parties agree that an extension is justified.

ARTICLE 4

Rights of the Employer

Section 4.1. The Employer retains the right, in accordance with applicable laws and regulations:

a. To hire, assign, direct, layoff and retain employees or to suspend, remove, reduce in grade or pay or take other disciplinary action against such employees.

b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.

c. With respect to filling positions, to make selections for appointments from:

(1) among properly ranked and certified candidates for promotion; or

(2) any other appropriate source

d. To take whatever actions may be necessary to carry out the agency mission during emergencies.

ARTICLE 5

Rights of Employees

Section 5.1. The Employer and the Union agree that each employee in the unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Civil Service Reform Act, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority. The Employer shall take the action required to assure that employees in the unit are apprised of their rights under this section, and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in a labor organization.

Section 5.2. It is further agreed that the rights described in Section 5.1 do not extend to participation in the management of a labor organization or action as a representative of such an organization by a supervisor, except as provided in Civil Service Reform Act or by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with the official duties of the employee.

Section 5.3. Each employee has the right, regardless of whether he is a member of a labor organization, to bring matters of personal concern to the attention of appropriate officials under applicable law, rule, regulations, or established policy of the Department of the Army; or to choose his own representative in any appellate action other than the negotiated grievance procedure. In a grievance, the employee may either choose not to be represented or to be represented only by the Union. In the event the employee does not desire to be represented by the Union, the Union still must be given the opportunity to be present at all of the grievance discussions.

Section 5.4. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 5.5. Employees shall have the right to be represented by the Union in any grievance, appeal, or EEO complaint action initiated by the employee.

Section 5.6. Employees shall have the right to be represented by the Union in preparing and presenting their reply to any proposed disciplinary, adverse, reclassification, or reduction-in-force action.

Section 5.7. Employees shall be given reasonable official time to prepare their reply to any proposed disciplinary, adverse, reclassification, or reduction-in-force action, with due regard for the nature of the action and offense, travel time involved, and availability of Union representatives to assist the employees. Additional reasonable time shall be authorized for the employees to prepare for any hearing scheduled as a result of their grievance, appeal, or EEO complaint. Employees shall be in a duty status, except that overtime will not be incurred, in any meeting or hearing scheduled as a result of their grievance, appeal or EEO complaint.

Section 5.8. A Union representative, if designated by the employee, shall be entitled to the same amount of official time as the employee under the terms of this article.

Section 5.9. In accordance with Section 8.8, employees shall have the right to meet with their Union steward concerning matters affecting their working conditions.

ARTICLE 6

Rights of the Union

Section 6.1. The Union shall have the right and the responsibility to represent all employees in the unit; to present to the Employer, either orally or in writing, its views on matters of concern; to consult or negotiate as appropriate, in the formulation, development and implementation of personnel policies and practices which are within the authority of the Employer; and to negotiate with the Employer with the object of reaching an agreement covering all employees in the unit.

Section 6.2. The Union shall be given the opportunity, subject to security regulations and the Privacy Act, to observe discussions between the Employer and employees or employee representatives concerning appeals and EEO complaints, when requested by the employee. The Union will be given the opportunity to be present at any grievance and discussions on matters affecting general working conditions of all of the unit employees. If the employee is represented by the Union, the Union will be given, upon request, an opportunity to review the file of the grievance or appeal prior to any scheduled meeting or hearing. An observer at an appeal hearing may not participate in any way. The Union may have an observer at an EEO or appeal hearing subject to the determination of the examiner. If the employee is being represented by the Union in such a proceeding, the representative and the Union observer, if any, may both not be on official time at the same time.

Section 6.3. The Employer shall not meet with an employee or a group of employees to seek their views of proposed changes in matters affecting working conditions, personnel policies or practices, which are within the authority of the Employer and which are appropriate matters for consultation or negotiation without the consent of the Union. Employees, who also serve as representatives of the Union, will be considered as representatives of the Union in meetings of this nature.

Section 6.4. The Union shall be given the opportunity to be represented at -

a. any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

b. any examination of an employee in the unit by a representative of the agency in connection with an investigation if -

(1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) the employee requests representation.

ARTICLE 7

Union-Management Meetings

Section 7.1. It is agreed that the Employer shall meet with Union representatives for the purpose of reviewing and discussing matters of common interest in establishing and maintaining labor-management cooperation.

Section 7.2. Either party may call for such meetings at any time, at least six workdays in advance of preferred date. The meeting will be held at a mutually agreed upon time, normally within eight workdays, but in no case later than 14 workdays after receipt of initial request for meeting.

Section 7.3. At least three workdays prior to established date of meetings, both parties will notify the other in writing of subject matters to be discussed.

Section 7.4. Minutes of these meetings will be made by management, a copy furnished the Union, and the Union may furnish management any written comment it desires as corrections or supplements which will be filed with the minutes to which they refer.

ARTICLE 8

Union Representation

Section 8.1. The Employer agrees to recognize the officers, authorized representatives, and stewards designated by the Union.

Section 8.2. The Union may designate a number of stewards (including chief stewards) which shall not exceed 30. In addition, the Union may designate not more than five stewards without regard to the foregoing limitations to serve specified areas where additional representation is needed in the Union's judgment. The Union assumes responsibility after consultation with the Employer for designating the minimum number of stewards needed in any area in order to carry out their proper functions in an efficient manner.

Section 8.3. Stewards will restrict their employee representational activities to matters involving employees in the unit of the area the steward represents. Stewards and Union officers in the unit conducting business on behalf of the unit will be permitted to use a reasonable amount of their time in a duty status. This shall not prevent a steward from acting as the Union's representative in other matters of Union responsibility, e.g., committees, when selected for such duties in accordance with this Agreement. It will be the responsibility of the Union to insure that stewards and officers judiciously use such official time. If the Employer has reason to believe that a Union official or steward is using an excessive amount or abusing the use of official time in employee representational activities, the Union President shall be notified. The Union President, or designee, shall investigate the circumstances, meet with the Employer, discuss the findings, and take appropriate action. If the Employer is not satisfied with the action taken by the Union President, a grievance may be filed in accordance with Article 34 of the Agreement.

Section 8.4. The Union agrees that stewards will be properly oriented and indoctrinated with respect to Civil Service Reform Act as well as the provisions of this Agreement.

Section 8.5. The Union shall furnish the Employer, in writing, and maintain on a current basis, a complete list of its officers, stewards, and alternate stewards. The list will also show the organizational segment for which stewards and their alternates are assigned representational responsibilities. Alternate stewards will act only in the absence of regularly assigned stewards.

Section 8.6. Prior to transferring Union stewards from one work shift to another, consideration will be given to the need of the work situation or a request by the steward. When transferred on a permanent basis to another

organizational segment, stewards will lose their right of representation for the organizational segment from which transferred, and a new steward will be designated by the Union to represent employees of that organizational segment and/or shift.

Section 8.7. Stewards are responsible for representing the interests of the employees in their assigned areas in meetings and discussions with appropriate management officials concerning work-related matters. They may investigate and discuss employee complaints and grievances with employees who have pertinent knowledge of the matter at hand and with resolution of such on-the-job problems. Reasonable time during working hours will be granted stewards for these activities subject to other pertinent provisions of this article. Stewards or officers of the Union shall not solicit complaints or grievances; however, they shall be allowed to give full and complete consideration and assist in processing to completion any complaint or grievance found to have merit.

Section 8.8. Stewards, chief stewards, and union representatives will obtain permission from the appropriate supervisor to leave assigned work and will report to the supervisor upon return. If the reason for leaving work is to discuss a work-related matter with an employee, permission of that employee's supervisor to interrupt that employee's work will be obtained prior to leaving work. Conversely, an employee of the unit desiring to leave his work to discuss a work-related matter with the steward, chief steward, or union representative, will obtain permission from both of the supervising officials prior to leaving work. The employee will notify his supervisor upon his return to work. If workload conditions permit, permission will be granted for such interchange. Arrangements for interchange shall be within two workdays of the request. Contacts between employees and stewards will normally take place in the immediate vicinity of the employee's assigned work area, and the immediate supervisor will make arrangements to provide reasonable privacy. In the event of an immediate supervisor's unavailability, the next level supervisor or designated supervisor will be contacted.

Section 8.9. During absences authorized under the terms of this Agreement, the Union representative will confine his activities to the conduct of that matter for which approval of temporary absence was requested and return to his work area upon completion of the matter at hand. If the representative's official activities cannot be concluded within the approved time of absence or if additional activities are deemed necessary, the representative shall contact the appropriate supervisor and be governed accordingly. Upon his return to his work area, he will personally notify his immediate supervisor of his return to duty.

Section 8.10. Meetings with Union officials, stewards, or representatives, at the request of management officials shall be considered as permission to leave their assigned work area. However, the employees shall notify the immediate supervisor of the time such meetings are scheduled.

Section 8.11. The Employer authorizes non-local Union representatives to visit the installation to carry out the functions which come within the scope of their responsibility provided that on their initial visit they present to the Civilian Personnel Officer proper credentials, satisfy requirements controlling admission of visitors to this installation, and advise the Civilian Personnel Officer of the purpose of their visit. Subsequent visits by the same individuals may be satisfied by advising the local Union officials of the potential visit. The Union will notify the Civilian Personnel Officer. Such visits shall be confined to those functions authorized by controlling regulations and procedures and specific articles of this Agreement. Consultations with and visits to activities will be scheduled in advance and be held at a mutually convenient time during regular working hours.

Section 8.12. In order to draw a reasonable distinction between official and non-official activities, those activities concerned with organizing efforts and the internal management of the Union, including but not limited to, the solicitation of memberships, collection of dues or other assessments, circulation of authorization cards or petitions, solicitations of signatures on dues withholding authorization forms or forms revoking dues withholding authorization, campaigning for Union office, and distribution of literature may not be conducted within regular working hours of the employees involved.

ARTICLE 9

Voluntary Allotment for Payment of Dues

Section 9.1. The Employer agrees to withhold, each biweekly pay period, the dues of each employee of the unit who is a member in good standing of the Union and who has signed an employee authorization form authorizing such dues withholding.

Section 9.2. Dues are the regular, periodic amounts required to maintain an employee as a member in good standing of the Union. Initiation fees, special assessments, back dues, fines, and similar items shall not be considered as dues.

Section 9.3. Dues withholding allotments will not be made for part-time employees whose earnings are not regularly sufficient to cover the amounts to be withheld. Dues will not be withheld for an employee whose net salary after legal and required deductions is not sufficient to cover the amount of the authorized allotment, such as when the employee has had a period of time in a nonpay status (leave without pay, absence without leave, suspension or furlough). Employees who are entitled to buy back leave subsequent to a determination of entitlement to workers' compensation cannot be refunded the deductions made for Union dues while on leave.

Section 9.4. The amounts of Union dues to be withheld from employee's salaries will normally be changed not more than once in any twelve month period. Such amounts will be shown on the authorization form at the time the appropriate Civilian Pay Section, FAO, initially receives it. The amount will remain unchanged until the President or Treasurer of the Union certifies that the amount of the regular dues has changed. The certificate will be submitted to the appropriate Civilian Pay Section. The certified amount of the dues will be deducted the first complete biweekly pay period after receipt in the appropriate Civilian Pay Section, or on a later date if requested by the Union.

Section 9.5. Payment will be made to the AFGE Local 1909, in the amount equal to the total of such allotment deductions made. The President of the Union will immediately notify the appropriate Civilian Pay Section of any changes in the name and address of the Treasurer.

Section 9.6. An employee may, at any time, voluntarily revoke his allotment for the payment of Union dues by submission of a SF 1188 to the appropriate Civilian Pay Section. A supply of the forms (SF 1188) will be maintained in the Fort Jackson Civilian Pay Section and will be available to employees upon request. However, a written request for revocation of an allotment which is otherwise in order and signed by the employee will be accepted and acted upon even though not submitted on the form. The employees will be responsible for seeing that their written revocation is received in the Civilian Pay Section on a timely basis. The revocation will not be effective for a period of one year from the date an allotment was first made, and will be effective only at the beginning of the first full pay period following 1 March subsequent to the one-year period.

Section 9.7. An employee may indicate at any time that he wishes to have his dues withheld by completing an authorization form (SF 1187). The Union is responsible for procuring the prescribed allotment forms; distributing the forms to its members; certifying as to the amount of its dues; providing completed forms to the appropriate Civilian Pay Section; and educating its members on the program for allotments for payment of dues, its voluntary nature; and the uses and availability of the required form.

Section 9.8. A dues allotment for an individual employee will be terminated by the appropriate Civilian Pay Section when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action (except detail); upon loss of exclusive recognition by the Union; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended or expelled from the Union. When the employee is promoted to supervisor or managerial position, the employee will be responsible for terminating the dues withholding. The Employer will be responsible to see that it is followed through.

Section 9.9. The Union will promptly notify the appropriate Civilian Pay Section, in writing, when any member who has authorized dues withholding is expelled or suspended from the Union. The allotment will be terminated effective with the first full pay period after receipt of this notice by the appropriate Civilian Pay Section.

Section 9.10. The appropriate Civilian Pay Section shall furnish to the Treasurer of the Union, as of each biweekly pay period, a list containing the names of those employees from whose salaries dues deductions have been made, and each amount withheld.

Section 9.11. The amount of dues withheld each pay period shall be determined as follows:

a. When the amount of dues is stated in terms of an annual amount (covering a period of 12 months) the figure will be divided by the number of pay periods in a calendar year.

b. When the amount of dues is stated in terms of a monthly amount, the figure will be multiplied by 12 and the result divided by the number of pay periods in a calendar year.

Section 9.12. When the renegotiation of this Agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of this Agreement as the result of pending third-party proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the unit, payroll withholding of the dues of members of the Union shall be continued until the new Agreement has become effective.

ARTICLE 10

Hours of Work

Definitions:

a. Administrative Workweek: Period of seven consecutive calendar days. Fort Jackson administrative workweek begins at 0001 hours on Sunday and ends at 2400 hours on the following Saturday.

b. Tour of Duty: The hours of a day and the days of an administrative workweek that constitute an employee's regularly scheduled administrative workweek.

c. Regularly Scheduled Work: Work that is scheduled in advance of an administrative workweek, including overtime.

d. Regular Tour of Duty: Five days, Monday through Friday, on each of which the employee is scheduled to work 8 hours.

e. Shift: An eight-hour work period where 16- or 24-hour coverage is necessary for operations.

f. Rotating Shift: A rotating eight-hour work period on a regularly scheduled basis.

Section 10.1. Tours of duty will be scheduled to correspond with an employee's actual work requirement. The Employer agrees, that when other than regular tours of duty are necessary, two consecutive days off will be provided to the maximum extent possible except where it would be essential to accomplish the mission. The employee(s) will be notified of a necessary change in the tour of duty as soon as possible. Any change in the regularly scheduled workday or workweek will be in accordance with applicable rules and regulations, and the Union shall be notified prior to implementing the change. Selection of employees for a change in tour of duty will be made first by asking for volunteers for the change. The Employer will consider character of the work, available skills according to job classification in the work area, individual considerations and availability and willingness of other employees to change in making the decision as to which employees will change.

Section 10.2. It is the policy of the Employer to grant rest periods where the work situation warrants. The Employer may provide two (2) rest periods per workday for all eligible employees unless emergency situations occur. These rest periods are considered duty time. These rest periods are for:

a. Protection of employees' health by relief from hazardous work or that which requires continual and/or considerable physical exertion.

b. Reduction of accident rate by removal of fatigue potential.

c. Working in confined spaces or in areas where normal personal activities are restricted.

d. Increase in, or maintenance of, high quality and/or quantity work traceable to the rest period.

Section 10.3. Employees will be compensated for tasks performed prior to the beginning and following the ending of the assigned tour of duty in accordance with existing regulations. Any preparation necessary to perform assigned duties such as to pick up a vehicle to transport other workers, shall be within duty hours.

Section 10.4. In the event of power failure, breakdown, or other interruptions beyond the control of the Employer resulting in the interruption or suspension of operations, employees who are in a work status and

whose services cannot be utilized in their present work area or elsewhere shall be administratively excused from duty without charge to leave or loss of pay, consistent with regulatory requirements. When the Employer decides to close the installation or a part of it due to inclement weather and to dismiss employees who are not required for essential or emergency services, those so excused from duty will not be subject to charge to leave or loss of pay. In both of the above described situations, employees who report, or are scheduled to report, for work and whose services are not essential or of an emergency nature will be excused as authorized by the administrative excusal action and in accordance with applicable regulations. These employees will be granted administrative leave with no charge to leave or loss of pay.

Section 10.5. A reasonable amount of time will be allowed consistent with the nature of the work performed, for employees to clean up prior to the lunch period and at the end of the workday. Though a set amount of time will not be established, the employee has the obligation to use only the amount of time necessary for this purpose.

Section 10.6. Tardiness due to unavoidable or necessary circumstances of less than one hour may be excused upon submission of adequate reasons and consideration of past frequency of tardinesses.

Section 10.7. Upon request by an employee, the granting of flexitime will be based on a beneficial need of both parties. In the event the request cannot be granted, the Employer will furnish the employee in writing citing specific reasons. Administration of flexitime use will be subject to review by the Labor-Management Committee. Both parties will have an equal amount of representatives.

ARTICLE 11

Overtime

Section 11.1. Overtime work will be required as determined necessary to accomplish work in an efficient and economical manner.

Section 11.2. All hours of work in excess of eight hours in the employee's regularly scheduled tour of duty shall be paid for at one and one-half the employee's basic hourly rate, plus any applicable shift premium.

Section 11.3. Opportunity for overtime other than call-back will be distributed as equitably as possible among employees with comparable job skills in each organizational element as far as the character of the work will permit. As a general rule, first consideration for overtime will be given to employees currently assigned to the job. Second consideration will be given to other employees qualified to do the job.

Section 11.4. Qualified employees who have volunteered to respond to call-back will be requested to respond prior to the consideration of assigning others who have not volunteered but are qualified to do the job. Any employee who is called (back) to work at a time outside of and unconnected with his scheduled hours of work shall receive at least two hours' call-back overtime pay, including any shift differential and/or additional pay to which he is entitled, in accordance with applicable pay regulations and statutes.

Section 11.5. Necessary pertinent information concerning overtime hours worked and except for call-back, that offered, but not worked, will be maintained, and will be made available for review, when requested, to employees and/or the appropriate stewards to aid in resolving specific complaints concerning overtime distribution.

Section 11.6. Compensatory time off is not authorized for Wage Grade employees.

Section 11.7. The Employer will notify the employees of planned overtime assignments at least twenty-four (24) hours in advance of an overtime requirement. If an overtime situation exists which precludes the normal notification, the Employer will notify the employees when he makes the determination.

Section 11.8. If a unit employee is delayed in reporting for an overtime assignment, for reasons acceptable to the supervisor, he shall not be denied the remainder of the overtime assignment, provided a need for his services still exists. If an employee who has been assigned overtime cannot report for the assignment due to illness or another emergency situation similar to those used to determine emergency leave conditions, such employee shall notify the responsible supervisor in the parent shop or office. The employee will be restored to the top of the overtime list.

ARTICLE 12

Holidays

Section 12.1. Any eligible employee whose services are not required by the Employer on any holiday established by Federal statute or Executive Order may be excused from duty for that day without charge to leave, and those excused will be entitled to holiday benefits in accordance with appropriate regulations. Whenever holidays occur on a calendar Saturday or Sunday, or on the employee's regularly scheduled non-workday within his tour of duty, the holiday shall be observed on the day specified by governing regulations.

Section 12.2. Employees shall not be required to perform work on days designated as holidays by statute or Executive Order except as operating needs require. The Employer will advise the Union, upon request, of the reasons for requiring employees to work on a holiday.

Section 12.3. When holiday work is required, in other than seven days per week operations, volunteers will be solicited from employees of any given organizational element having the same tour of duty, shift and job classification (job title, series and grade) or special qualifications/skills to perform the work. If sufficient volunteers are not obtained, qualified employees in the organizational element will be directed to perform the work on a rotational basis in inverse order of their seniority. Holiday assignments may also be changed by mutual consent of the supervisor and the employees involved. Special effort shall be made to give equitable rotation of employees required to work on Thanksgiving, Christmas, and New Years.

Section 12.4. Employees who desire to question the equity of the distribution of holiday work must present specific days in question and specify how the alleged inequity occurred.

ARTICLE 13

Local Wage Survey

Section 13.1. The Union shall be notified of the time and extent of local wage surveys as tentatively scheduled by the Department of Defense Wage Fixing Authority.

Section 13.2. When so designated by the Department of Defense Wage Fixing Authority, the Union will designate a representative who will be appointed by the Employer as a member of the Local Wage Survey Committee. The Union shall designate data collectors and alternate data collectors up to the number required by the Local Wage Survey Committee. The data collectors and alternate data collectors designated by the Union and endorsed by the Local Wage Survey Committee will be appointed by the Employer. Participation by the Union in the wage survey shall be governed by the provisions of FPM 532-1 and other pertinent instructions from Department of Defense and Department of Army.

Section 13.3. Reasonable time during working hours will be granted to not more than three employees in the unit selected by the Union to appear before the Local Wage Survey Committee to present the Union's viewpoint on such matters as areas, industries, establishments, and jobs to be covered in the wage survey.

ARTICLE 14

Equal Employment Opportunity

Section 14.1. The Union and Employer will promote equal employment opportunity on all levels and the elimination of discrimination because of race, color, religion, sex (including sexual harassment), national origin, age, mental or physical handicap, marital status, and political affiliation. The Employer is responsible for promoting equal opportunity through a positive, continuing program involving all management policies, programs, objectives, practices and personnel.

Section 14.2. The Employer will make every effort to effectively administer the EEO Program, including affirmative action and processing of discrimination complaints. A re-affirmation of the commitment to equal employment opportunity will be made by a policy statement at least annually. The Employer will review alleged violations of Equal Employment Opportunity regulations and will consider appropriate disciplinary actions against managers, supervisors, program officials or employees on the installation who fail to comply with requirements of appropriate regulations.

Section 14.3. All personnel actions and employment practices involving employees and applicants for employment will be based on laws, regulations, policies and the terms of this contract.

Section 14.4. The Employer will consider and adjudicate complaints of discrimination filed through the appropriate agency administrative appeals procedure or the negotiated grievance procedure, if appropriate. The Employer will require support and cooperation of management with EEO counselors and other officials including the Union in attempting to bring about informal resolutions of complaints and matters related to affirmative action programs. Persons who allege discrimination or who participate in the presenting of such complaints will be free from restraint, interference, coercion, discrimination, or reprisal. A complainant has the right to be accompanied, represented and advised by a representative of his choice during counselling or at any stage of the EEO complaint procedure.

Section 14.5. The Employer agrees that on a replacement basis, or, if the number of counselors increases, to consider as Equal Employment Opportunity counselors nominees recommended by the Union. Prior to appointment, the Employer shall request a list of nominees from the Union. The Union shall submit not less than three nominees for a vacancy, or three plus the number of vacancies when there is more than one vacancy. The names and qualifications of nominees will be exchanged by the parties and jointly discussed. Either party may give reasons for objecting to nominees. If a Union nominee is not selected, the nonselection must be based on qualifications and the Union will be furnished, in writing, an explanation of the nonselection.

Section 14.6. The Employer will effectively administer the Affirmative Action Plan at this post to utilize skills, knowledges, abilities, and personal characteristics of all employees. The Employer will see that all managers and supervisors are kept abreast of the Affirmative Action Plan, and comply with local requirements of the regulations as well as the law.

Section 14.7. The Union will endeavor to see that employees submit discrimination complaints which are supported by documentation and evidence. The Union will advise employees they are not to submit frivolous complaints against a supervisor who did not comply with an employee's desire.

ARTICLE 15

Sick Leave

Section 15.1. The Union and the Employer recognize the insurance value of sick leave and agree to encourage employees to conserve such leave so it will be available to them in case of extended illness.

Section 15.2. Sick leave, if available, shall be granted to an employee in accordance with provision of applicable regulations when the employee is incapacitated for the performance of duties by sickness, injury or pregnancy and confinement; is required to give care and attendance to a member of his immediate family who is afflicted with a contagious disease which requires isolation, quarantine or restriction of movement for a particular period based on regulations of local health authorities or would jeopardize the health of others by his presence at his post of duty because of exposure to a contagious disease. An employee, except those on shift work, who is absent for any reasons stated above shall notify his supervisor at the beginning of the tour of duty on the first day of such absence. In areas where shifts are operated such notice should be made four (4) hours prior to the beginning of the shift. If absence is extended beyond the period initially indicated by the employee, the employee will keep his supervisor informed as to his progress toward recovery and estimated time of return to duty.

Section 15.3. Sick leave, if accrued, shall also be granted for medical, dental, or optical examination or treatment, or for securing diagnostic examinations or x-rays. Sick leave for these purposes shall be requested in advance, and the amount of time requested shall be limited to that which is necessary for the specified request.

Section 15.4. When the supervisor believes an employee has been abusing sick leave and he has counseled the employee concerning the alleged abuse, the supervisor may require the employee to furnish a medical certificate for absence due to illness of any duration provided the supervisor

has given the employee written notice that the employee will be required to support all future absence on sick leave by a medical certificate. This requirement will be for a four (4) month duration and will be reviewed with the employee at that time to determine if the requirement should be discontinued. The employee may have his Union steward or his representative present at the four (4) month review.

Section 15.5. Periods of absence on sick leave in excess of three (3) consecutive workdays, must be supported by a medical certificate to be filed within seven (7) calendar days after return to duty. In lieu of a medical certificate, the employee's signed statement explaining the nature of his illness will be accepted for a period up to five (5) workdays when the reason given is satisfactory, and when it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality, or because the illness does not require the services of a physician.

Section 15.6. Except for instances cited herein, an employee, who because of illness, is released from duty shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty. This includes an employee who is on notice to bring a doctor's certificate when sent home by his supervisor. However, an employee required to substantiate every absence on sick leave may be required by the supervisor to substantiate his request for absence due to illness for that portion of the day he leaves work. In such cases, the employee shall have the option of reporting to the Occupational Health Nurse or his private physician, whichever the employee prefers, to substantiate the absence. Subsequent days of absence shall be subject to the provisions of Section 15.2 and 15.5 and applicable regulations.

Section 15.7. Unearned sick leave will be advanced to an employee in cases of serious illness or disability upon his request not exceeding thirty (30) days duration, in accordance with applicable statutes and regulations. Criteria for advancing sick leave are: serious disability or ailment for which there is inadequate leave accrual; the employee's sick leave record clearly indicates a pattern fully consistent with the principles governing proper use of sick leave; all accrued sick leave and all annual leave subject to forfeiture have been used; medical prognosis and other evidence give reasonable assurance that the employee will be able to resume duty on a regular basis and accrue sufficient sick leave credit to liquidate the amount advanced.

ARTICLE 16

Annual Leave

Section 16.1. The Employer and the Union affirm that while annual leave is a right provided by law, the time of its use is subject to approval by the supervisor. Annual leave requests from eligible employees

shall be granted subject to operational requirements when requests are made reasonably in advance. The principles governing granting of emergency leave are: the employee will inform the supervisor of the circumstances which he considers an emergency; the supervisor will determine whether the employee's situation warrants his absence from duty on an emergency basis and approve or disapprove the request. Any disapproved request will be explained and the employee will be expected to report for duty as scheduled.

Section 16.2. To insure that operational requirements are met and the needs and wishes of the employee recognized, by 1 March of each year, each employee will furnish his supervisor, a written projected schedule for at least 60% of the leave for which the employee will be eligible during the leave year. By 1 October of each year, the employee will submit to his supervisor a written projected schedule for use of any excess annual leave (normally in excess of 240 hours). Priority for such leave will be determined by employee's seniority based on total creditable Federal service and/or extenuating circumstances. For annual leave in connection with holidays, approval will be granted in a manner to assure equitable distribution. Changes may be approved provided another employee's choice is not disturbed, or there is mutual agreement for exchange between affected employees, and the employee can be spared from his duties. When the Employer finds it necessary to cancel previously approved leave, and/or deny the specific period requested by employee, the reasons for such action will be explained to the affected employee. When annual leave is denied to the extent the employee will forfeit earned leave which was approved prior to the last pay period in the leave year, the employee will be furnished the reasons for the denial in writing and notified he may request restoration of the leave in accordance with regulatory provisions. A copy of the written confirmation of the denial will be furnished the employee's second line supervisor.

Section 16.3. The Employer will announce any planned shutdown or reduction of operations to employees as far in advance as practicable. During any period of shutdown or reduced operations, every reasonable effort will be made to provide work for employees not having annual leave to their credit. If work cannot be provided for such employees, the Employer will approve requested leave without pay or may advance annual leave, to the maximum extent allowed by regulations, to eligible employees to cover the period of shutdown.

Section 16.4. When a unit employee officially moves from one organizational element to another, upon request, the gaining activity will consider the previously approved scheduled annual leave and make a reasonable attempt to honor it, if work requirements permit.

Section 16.5. Where circumstances and workload permit, an employee, applying for annual leave on a workday which occurs on a religious holiday associated with the religious faith of the employee, will be granted such leave.

ARTICLE 17

Leaves of Absence

Section 17.1. The Union may designate employee members as representatives elected or appointed to a Union office or as a delegate to any Union activity necessitating a leave of absence, and upon written notification to the Employer by the Union. Such employee shall be granted annual leave, if available, or leave without pay to the extent permitted by the work situation, and not in excess of 20 workdays, per individual annually. When the absence of the employee representative is incident to receiving information, briefing, orientation or training which is beneficial to the Government and relating to matters within the scope of the Civil Service Reform Act of 1978, the Union will be provided a bank of 130 hours to be used in such a manner that more than one participates in the use of the hours. Prior to the use of this leave, the MER Division, CPO, will be furnished the agenda for the meeting to determine what hours of absence will be appropriately charged as administrative leave. The immediate supervisor will be notified of the Union request and furnished information to make the decision on the absence.

Section 17.2. The Employer recognizes the obligation to provide employment at the grade the employee held when he was granted leave of absence, or at any changed grade to which he was assigned during his absence through reduction-in-force or reclassification of his position. Pay under such continued employment would be fixed in accordance with governing regulations. However, the preceding provisions would not be applicable if the employee was reached for separation by reduction-in-force during his leave of absence and had no rights to continued assignment under reduction-in-force regulations.

ARTICLE 18

Civic Responsibilities

Section 18.1. The employer and the Union recognize the value of employee participation in civic activities and special programs approved by Department of the Army, and encourage all employees in the unit to work toward community improvement and sound government. A unit employee's status with respect to duty, leave and pay while participating in authorized activities shall be as prescribed by the regulations relating to such activity.

Section 18.2. When a permanent employee is summoned for jury duty, or as a witness in non-official capacity on behalf of a state or local government, he shall be granted court leave for the time required from his normal

work schedule to perform such duties. Such leave shall be limited to the time necessary but not exceed eight hours per day. When an employee is subpoenaed for jury or court service, he will promptly notify his supervisor so arrangements can be made for his absence from duty. When released by the court for any day or substantial portion of a day, the employee will return to duty unless the return would cause a hardship because of the distance from home, duty station, or the court. An employee is not expected to return to work if less than two hours of the workday remains. Failure to return to duty when required may result in a charge to annual leave or leave without pay, if requested and approved; or the absence may be charged to absence without leave (AWOL) if approval of the supervisor was not obtained. Upon completion of his service, the employee shall present to the Employer satisfactory evidence of the time served.

Section 18.3. Employees scheduled to work on an election day, who are eligible to vote in such election, shall be granted the minimum hours necessary to provide three hours time either immediately after the polls open or before they close, whichever requires the lesser amount of time. Under exceptional circumstances, additional time may be granted but not to exceed a full day. Employees off duty for three hours or more while the polls are open shall not be granted excused leave. Employees registered to vote in another state, which permits voting by absentee ballot, may not be granted excused leave for voting.

Section 18.4. The Employer and the Union will both strive to stimulate interest and participation in the U.S. Saving Bond Program, and in any officially authorized fund raising campaign. The Union may furnish the names of five to ten members from each major activity from among whom the Employer will make selections to serve on committees in the respective programs. In no instance shall the Employer or the Union exercise undue pressure on any employee to participate in a program in which the employee does not wish to participate, nor will any reprisal action be taken against an employee who refrains from participating. An employee not choosing the payroll deduction method in charity drives shall have the right to keep his gift anonymous by use of a plain envelope.

Section 18.5. Employees who volunteer as blood donors, without compensation to the American Red Cross, to military hospitals, or other blood banks, or respond to emergency calls for needy individuals will be excused from work without charge to leave for a maximum of 4 hours. This excused absence is for recuperation purposes and travel to and from the donation site.

ARTICLE 19

Promotions, Demotions and Details

Section 19.1. Placements and promotions will be made in accordance with the negotiated agreement and governing regulations including Merit

Placement and Promotion Program contained in the Fort Jackson Regulation 690-1. If the regulation differs in principal the negotiated agreement shall govern.

Section 19.2. EEO Affirmative Action goals will be considered in establishing minimum areas. The Federal Equal Opportunity Recruitment Program (FEORP) will be adhered to in efforts to eliminate underrepresentation of minority group members and women in the work force. Also, the Severely Handicapped and Disabled Plan (SHADP) will be used to assist Fort Jackson in obtaining DA objectives for the employment of disabled and handicapped employees.

Section 19.3. Employees are responsible for assuring that records of experience and training are properly documented in their official personnel folder. If such information is not received and verified by the CPO prior to the initial cut-off date for the position applied for, the information will not be considered for that particular vacancy. Such verified information will be considered for rating and ranking purposes for subsequent vacancies.

Section 19.4. Information and data discussed by the rating panel are privileged, and disclosure may violate the Privacy Act of 1974. Improprieties which are noted during the rating and ranking process will be surfaced immediately and efforts to resolve the problem will be made by the appropriate parties before referral is made of highly qualified candidates. The Civilian Personnel Office representative shall instruct the raters and observers on the panel operating requirements.

ARTICLE 20

Performance Ratings

Section 20.1. The Employer and the Union agree that employee performance ratings should be timely and objective and should accurately reflect the individual's total job effectiveness. The parties further agree that performance which substantially exceeds the standard normally expected should be properly recognized and rewarded as provided by governing regulations. There are no quotas established to govern the number of such ratings. To this end, the Employer will seek to improve the employee performance rating program and will give publicity to awards based on performance. The Employer shall notify the employee of his rating no later than 14 days after the due date prescribed by regulations. The rating on the performance appraisal form shall be typed or completed in ink. A rating will not be changed after the form has been signed by the employee, without giving the employee an opportunity to initial the change.

Section 20.2. Performance evaluation will be a continuing one to insure activity effectiveness and optimum employee performance. Substandard performance and significant accomplishments should be discussed immediately with employees. Follow-up discussions on substandard performance should be made periodically until the employee's performance is at an acceptable level or a decision is made that the employee failed to bring performance to an acceptable level after being provided an opportunity period to do so. In the event improvement is not shown subsequent to the initial discussion, the supervisor must annotate the Employee Service Record Card, currently SF 7B. Subsequent discussions on the substandard performance, and the agreements and decisions reached, will be similarly annotated. Employees must be informed of the supervisor's desire and need for improved performance and given a reasonable opportunity to meet the established performance before it is made a factor in the annual performance evaluation.

Section 20.3. Standards used for measurement of performance for critical elements of the job will be directly related to the employee's official position description. Such standards will be in writing and given to employees at the beginning of the appraisal year.

Section 20.4. Employees' annual performance ratings will be the result of the application of standards of performance. Performance ratings shall be in writing and discussed with the employee at the time the rating is assigned.

ARTICLE 21

Reduction-in-Force

Section 21.1. The Employer will inform the Union of the necessity for a reduction-in-force as far in advance as practicable and the reasons therefor. The Union, in turn, agrees to abide by any official restrictions imposed on the use of this information. The Employer also agrees to inform the Union of the extent of the reductions, anticipated effective date, and probable number of employees affected, when this information becomes available.

Section 21.2. The Employer agrees to consider actions to avoid or minimize the impact of a reduction-in-force prior to separating employees. Some actions which may accomplish this are restricting recruitment, meeting ceiling limitations through attrition, reassigning employees in surplus positions, and terminating temporary appointments to the extent these actions are permitted by directives of higher headquarters and consistent with mission requirements.

Section 21.3. An employee affected by reduction-in-force has the right to be administratively placed back to the position from which he was

reduced or separated should that position become available at a future date in accordance with applicable laws and current regulations.

Section 21.4. Any permanent status employee on a non-temporary appointment who is separated by reduction-in-force action shall be accorded the rights and assistance prescribed by the Office of Personnel Management, Department of Defense and Department of the Army regulations. This includes priority consideration for re-employment on a temporary basis for positions at the same or lower grade for which he has requested consideration in writing.

ARTICLE 22

Disciplinary Actions

Section 22.1. The Employer and the Union agree that disciplinary measures will be used only as necessary to maintain a well-managed, productive work climate. Emphasis will be placed on preventing situations warranting disciplinary actions through efforts to establish and maintain effective employee-management relations. Discipline which the Employer considers necessary will be administered for just cause and in accordance with applicable laws and regulations.

Section 22.2. In order that the Union may exercise the rights enumerated in Article 6, the Employer will notify the Union President of formal grievance and appeal hearings being processed under procedures prescribed by agency regulations. The Union may also have an observer at adverse action appeal hearings unless the Merit Systems Protection Board examiner determines the hearing is a closed hearing.

Section 22.3. The Employer will make no determination as to the validity of a debt or amount of a disputed indebtedness, or the method or terms of payment agreed to by a creditor and debtor other than the Federal government and the employee relative to the financial obligation of the employee. The Employer will not act as a collecting agency for any debt unless that provided for by the terms of law.

ARTICLE 23

Position and Pay Management

Section 23.1. Each employee shall be furnished a current, accurate copy of his position description.

Section 23.2. The Union will be informed when new or revised

standards are to be applied to classes of positions within the unit which may require a change in the grades or basic qualification requirements of these positions.

Section 23.3. When an employee alleges inequities in his position classification, he shall be furnished information of the appeal rights and procedures set forth in applicable regulations. At his request, he may be represented or assisted by a Union representative in discussing the matter with his supervisor or with representatives of the Civilian Personnel Office; in reviewing and reading classification standards that pertain to his position; and in pursuing an appeal under the provisions of applicable regulations.

Section 23.4. It is agreed that the Employer will process classification appeals as expeditiously as permitted by workload and staffing.

ARTICLE 24

Training and Employee Development

Section 24.1. The Employer and the Union agree that the development of an employee is basically his own responsibility. The Employer shall make every reasonable effort to provide assignments, recognition, and opportunity for training of employees when the need for training is related to the individual's officially assigned duties. Such needed training will be accomplished at the Employer's expense. The Union shall encourage employees to discuss training needs with their supervisors and to take full advantage of training opportunities made available to them and to apply the learning from such training to their work assignments.

Section 24.2. The Union may make recommendations relative to training of eligible employees in the unit which will be considered by the Employer.

Section 24.3. The Employer agrees to consider utilization of existing employees when training is determined to be necessary for new skills in instances where such training can be conducted without undue interruption of the work to be performed.

ARTICLE 25

Safety, Health and Welfare

Section 25.1. The Employer will exert every reasonable effort to provide and maintain safe working conditions and health protection for the employees. The Union will cooperate to that end and will encourage